



## CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to execute a Cost Reimbursement Only "Lease Agreement" between the Administrative Office of the Courts and the City of Lodi for Utilization of Courtroom No. 1 located at 230 West Elm Street, Lodi (Old Public Safety Building Court Space) for an approximate two-month period; and further authorizing the City Manager to negotiate a conservative estimate for the cap of utility and maintenance costs.

**MEETING DATE:** March 11, 2008 Special Meeting of Lodi City Council

**PREPARED BY:** City Attorney

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**RECOMMENDED ACTION:** Adopt Resolution authorizing the City Manager to execute a cost reimbursement only "Lease Agreement" between the Administrative Office of the Courts and the City of Lodi to utilize the old Courtroom No. 1 located at 230 West Elm Street, Lodi in the old Public Safety Building for an approximate two-month period; and further authorizing the City Manager to negotiate a conservative estimate for the cap of utility and maintenance costs.

**BACKGROUND INFORMATION:** The San Joaquin County Superior Court now under the management of the Administrative Office of the Courts (AOC) recently contacted the City of Lodi requesting use of the old Criminal Court space located in the old Public Safety Building at 230 West Elm Street. The Criminal Court recently relocated to the new Police Building on the second floor.

The Court desires to utilize the space for an approximate 2-month period for a lengthy trial to accommodate its urgent trial court facility shortage. AOC indicates that, as a result of quirks in the legislation transferring responsibility for the courts from the County to the State that they have no source of funds from which they can legally lease court space. To accommodate their needs on a short-term basis they have been operating in a number of borrowed facilities, including space provided for temporary courtrooms on County owned facilities on a similar cost only basis. Although the City has plans to relocate its Finance operations to the old Lodi Department No. 1 site, it will not be able to begin construction until May 19, 2008. As such the facility is available to be used by the AOC for a short period without impact on the City so long as the AOC reimburses the City for its expense in providing the facility.

AOC requests that the City set an estimate for the utility and maintenance costs and cap those costs at the estimate. As such, staff requests authority to negotiate a conservative estimate for the cap.

The Court anticipates the trial will begin March 19 2008. The Court must vacate the space by May 16, 2008, as the construction of the new Finance offices should begin May 19<sup>th</sup>.

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APPROVED:

A handwritten signature in blue ink, appearing to read "Blair King".

Blair King, City Manager

As an accommodation to the Court, staff recommends that Council authorize the City Manager to enter the attached 2-month cost reimbursement only Lease Agreement.

**FISCAL IMPACT:** Not applicable.



Steve Schwabauer, City Attorney

## **LICENSE AGREEMENT**

For valuable consideration, as described below, **City of Lodi ("City")**, hereby grants to the Judicial Council of California, acting by and through the **Administrative Office of the Courts ("AOC")**, the staff agency to the Judicial Council, a license to use the former courtroom, commonly known as L1, and adjacent rooms located in the building at 230 West Elm Street, Lodi, CA (the "**Courtroom**") for specified court purposes subject to the conditions stated below. This license is granted expressly for the benefit of the **Superior Court of California, County of San Joaquin ("Court")** as further described in this license agreement ("**Agreement**") below.

### **PERIOD OF USE**

The City will make the Courtroom available to the AOC for use by the Court from the Effective Date, as defined below, through May 16, 2008, from the hours of 7:00 AM to 6:00 PM, Monday through Friday, for a trial. However the City will allow the Court to use the Courtroom beyond these specified hours during the term of this License if necessary to complete the trial by May 16, 2008.

### **CONSIDERATION**

The only compensation for use of the Courtroom will be the cost of utilities and janitorial expenses.

At the end of the term of this License, the City agrees to invoice the Court directly for the City's actual janitorial expenses related to the Courtroom which the City estimates to be \$ [REDACTED] per month.

At the end of the term of this License, the City agrees to invoice the AOC for the utility expenses related to the Courtroom which the City and AOC agree shall be \$ [REDACTED] per month. If AOC is unable to pay the invoice for utilities because of the State of California's failure to timely approve and adopt a State budget, no breach or event of default will be deemed to have occurred provided AOC promptly pays such invoice upon approval and adoption of the State budget.

### **AOC RESPONSIBILITIES**

The AOC will be responsible for the Courtroom during its use as stated above. In particular, the AOC agrees to the following:

- 1) The AOC, through the court, will use the Courtroom for purposes of conducting a trial; and
- 2) The AOC, through the Court, will provide any necessary perimeter security to the Courtroom.

### **CITY RESPONSIBILITIES**

The City agrees to provide the following:

- 1) The City will provide access and use of the Courtroom and adjacent bathroom facilities to the AOC and the Court during the normal business hours of 7:00 AM through 6:00 PM, Monday through Friday, with the exception of holidays during which the Court will normally

be closed; however the City will allow the Court to use the Courtroom beyond these specified hours during the term of this License if necessary to complete the trial by May 16, 2008; and

2) City will provide daily janitorial service and supplies (e.g. toilet paper, hand towels, soap) for the Courtroom, lobby area (entrance), and adjacent restrooms.

## **LIABILITY**

AOC hereby agrees to indemnify, defend and hold harmless the City, its agents and employees from and against any and all costs, losses, damages, claims or liabilities whatsoever, foreseeable or unforeseeable, directly or indirectly arising from or related to the AOC Parties' (1) use, occupancy, and responsibility for the Courtroom, (2) exercise, or failure to exercise, the rights and/or obligations contained in this Agreement, and (3) failure to comply with any term of this Agreement. AOC further agrees to protect and indemnify the City from and against any and all costs and losses arising from or related to any damage, harm, destruction or vandalism to the Courtroom, the building in which the Courtroom is located, or any personal property located in, on or under the Courtroom or the building that arises from AOC Parties' activities on the premises. For purposes of this Agreement, AOC Parties include the AOC and the Court along with their respective contractors and agents.

## **INSURANCE**

AOC as a public entity does not purchase insurance and hereby agrees to cover all of its obligations created by virtue of this license through self-insurance.

## **TERMINATION**

The parties agree this License shall not be revocable by City during its term. The License shall terminate on May 16, 1008. AOC agrees at the expiration of this lease agreement or upon the earlier termination thereof for any reason, to quit and surrender the premises to CITY and remove all furniture and other equipment from the Premises, by the termination date.

## **EFFECTIVE DATE**

This Agreement shall be effective upon the date of full execution of the Agreement by the AOC and the City ("**Effective Date**"), and shall continue through May 16, 2008, unless otherwise terminated or extended upon mutual agreement of both parties. This Agreement is of no force or effect until signed by both parties. Neither City nor AOC shall be required to perform any obligation under this Agreement until this Agreement is fully executed by all parties.

## SIGNATURES

APPROVED AS TO FORM

Administrative Office of the Courts,  
Office of the General Counsel

By: \_\_\_\_\_  
Kenneth S. Levy  
Attorney

Date: \_\_\_\_\_

**JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

By: \_\_\_\_\_  
Grant Walker  
Business Services Manager

Date: \_\_\_\_\_

**CITY OF LODI**, a municipal corporation

\_\_\_\_\_  
Blair King  
City Manager \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Randi Johl, J.D.  
City Clerk

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2008-41

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
COST REIMBURSEMENT ONLY LEASE AGREEMENT  
BETWEEN THE ADMINISTRATIVE OFFICE OF THE  
COURTS AND THE CITY OF LODI

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a Cost Reimbursement Only "Lease Agreement" between the Administrative Office of the Courts and the City of Lodi for utilization of Courtroom No. 1, located at 230 West Elm Street, Lodi (old Public Safety Building court space), for an approximate two-month period; and

BE IT FURTHER RESOLVED that the City Council further authorizes the City Manager to negotiate a conservative estimate for the cap of utility and maintenance costs.

Dated: March 11, 2008  
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I hereby certify that Resolution No. 2008-41 was passed and adopted by the City Council of the City of Lodi in a special meeting held March 11, 2008, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Johnson, and Katzakian

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Hitchcock and Mayor Mounce

ABSTAIN: COUNCIL MEMBERS - None



RANDI JOHL  
City Clerk